

**IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
(PROBATE DIVISION)**

2011 MAR 18 PM 12:46

IN THE MATTER OF:

RICHARD R. ROOKER, CLERK

**THE CONSERVATORSHIP FOR:
JEWELL TINNON,**

[Signature] D.C.

10P-1322

KIM AND TERRY PATRICK,

Petitioners.

MOTION TO APPROVE CONTRACT FOR SALE OF REAL PROPERTY

Comes now, Greater Nashville Regional Council, Public Guardianship Program for the Elderly, Conservator of the person and estate of Jewell Tinnon, by and through counsel, and hereby requests that this Honorable Court approve the contract for sale of real estate located at 1301 Southside Circle, Nashville, Tennessee, 37212 attached hereto as "Exhibit A".

In support of this motion, the Conservator would submit as follows:

1. That the contract purchase price is eighty-three thousand dollars (\$83,000.00) with a six percent (6%) commission to be paid by the seller to Feller Brown Realty & Auction Co.
2. That the 2010 tax appraisal on the real property is one hundred fifty thousand, two hundred dollars, (\$150,200.00). (Copy of Property Card Attached Hereto as "Exhibit B")
3. That based upon market conditions, the approval of the contract is in the best interest of the Conservatorship Estate of Jewell Tinnon.
4. If at the time of the closing of the real property, Respondent is a TennCare Medicaid recipient, the funds from the closing of the real property, less payment of approved attorney fees and any amount owed to Donelson Place Care & Rehabilitation Center, should be deposited with

the Probate Court Clerk in order that the Conservator may arrange for pre-paid burial and consider the establishment of a Supplemental Needs Trust pursuant to 42 U. S. C. §1396p (d)(4)(C).

Wherefore, the Conservator would request that this Honorable Court enter an order approving the contract for sale of real estate and authorizing the Conservator to execute any deed, instrument or document necessary to effectuate the closing of the real property.

Respectfully submitted,

Sobel, Poss & Moore



A. Michelle Poss #19547
Attorney for Conservator
201 Fourth Avenue North, Suite 1450
Nashville, TN 37219
615-242-4477

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded, via U.S. Mail, postage prepaid, on this 18th day of March, 2011 to:

Ms. Kim Hale
District Public Conservator
GNRC
6th Floor, 501 Union St.
Nashville, TN 37219

Mr. Karl Warden
Attorney at Law
214 Second Ave. N., Suite 103
Nashville, TN 37201

Mr. R. A. Smith
Attorney at Law
1223 5th Ave. N.
Nashville, TN 37208

Ms. David Dearolf
Attorney at Law
2808 Lealto Court
Suite 100
Nashville, TN 37214

Mr. & Mrs. Michael Chatman
1865 Lakewood Village Drive
Antioch, TN 37013

Ms. Margie Inman
939 Sharpe Avenue
Nashville, TN 37206

IT IS ANTICIPATED THAT THIS MOTION WILL BE HEARD AT 10:00 A.M. ON THE 1ST DAY OF APRIL, 2011 IN THE SEVENTH CIRCUIT COURT, DAVIDSON COUNTY, TENNESSEE (PROBATE DIVISION). FAILURE TO FILE A TIMELY RESPONSE MAY RESULT IN THIS MOTION BEING GRANTED WITHOUT FURTHER HEARING.

EXHIBIT A

615-868-1223

CONTRACT FOR SALE OF REAL ESTATE

"SERVING YOU SINCE 1967"

FILED

THIS CONTRACT of sale made this 12th day of March 20 11
 by and between James L. Tinnon & Kim Hale
 hereinafter called the seller, and David R. Gladney
 hereinafter called the buyer;

WITNESSETH: That the seller in consideration of the sum of \$12,450.00
 DOLLARS as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey
 by a good and valid warranty deed to said buyer, or to such person as he may in writing direct, the following described real
 estate in Davidson County, Tennessee, to-wit:

1301 Southside Circle, Nashville, TN 37212

Legal description can be added later from sellers deed or from survey.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefore the total sum of
Eighty Three Thousand & 00/100 DOLLARS,
 upon the following terms: \$ 83,000.00 cash, balance

Property selling subject to court approval.

Property selling according to announcements made prior to sale.

TITLE INSURANCE: The seller or his agent, at seller's expense, agrees to make application for Title Insurance on the above property and if, after examination the title is found insurable the buyer hereby agrees to accept a Title Policy in its usual form and to comply with this contract WITHIN TEN DAYS after receiving a report on the title, and it is agreed that such report shall be conclusive evidence of good title subject to the exceptions therein stated, otherwise that the earnest money is to be refunded with no recourse. Feller Brown Realty & Auction Company or its Agents makes no warranties, use or condition of property.

Should the buyer default in the performance of this contract on his part at the time and in the manner specified then at seller's option the earnest money shall be forfeited as liquidated damages. But such forfeiture shall not prevent suit for the specific performance of this contract. In addition buyer shall be liable for agent's commission as set forth herein, and all attorney fees, other costs and expenses resulting from buyers default.

In the event of default in the terms of this contract for any reason on the part of the seller and in the event it becomes necessary, due to any fault of the seller, that the earnest money hereinabove shown, must be returned to the buyer, then the seller shall be liable to the agent herein for the full commission set out in this contract, and all attorney fees, other costs and expenses resulting from sellers default.

The words "seller" and "buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires. BUYER WAIVES THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD BASED PAINT HAZARDS.

ADJUSTMENTS TO BE MADE AT TIME OF CLOSING: —

- (1) Sellers Escrow Deposits None to be None
- (2) Taxes for Current Year None to be None Back taxes paid by seller, if any
- (3) Sellers Fire Insurance None to be New policy by buyer
- (4) Existing Leases or Rents None

Possession to be given at closing

Sale to be closed by James L. Tinnon within 12 days after court approval.

Conveyance to be subject to existing Building restrictions and/or Zoning Ordinances yes

Seller to bear risk of hazard loss to date of deed.

COMMISSIONS: Upon consummation of this contract FELLER BROWN REALTY & AUCTION CO. as agent shall receive a commission of \$ 6% to be paid by seller

Buyer David R. Gladney

Seller James L. Tinnon by Kim Hale, Cooperator
GNR, PGPE

Deed property to: Mary F. Menshaw 289-9431 (same)

EXHIBIT B